



**Montana Fish,
Wildlife & Parks**

**STATE OF MONTANA, FISH WILDLIFE AND
PARKS
INVITATION FOR BID
(THIS IS NOT AN ORDER)**

**IFB Number:
100134**

**IFB Title:
Region 3 Latrine/ Septic Pumping Service**

**IFB Due Date and Time:
April 19, 2010
2:00 p.m., Local Time**

Number of Pages: 16

ISSUING AGENCY INFORMATION

**Purchasing Officer:
Rick Dorvall**

**Issue Date:
4/5/10**

**Fish Wildlife and Parks
Purchasing Unit
930 Custer Ave (Delivered)
P O Box 200701 (Mailed)
Helena MT 59620-0701**

**Phone: (406) 495-3249
Fax: (406) 495-3253
TTY Users, Dial 711
Website: <http://www.fwp.mt.gov>**

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND
ANY REQUIRED DOCUMENTS TO THE
ADDRESS LISTED ABOVE UNDER "ISSUING
AGENCY INFORMATION."**

Mark Face of Envelope/Package:

**IFB Number: 100134
IFB Due Date: 4/19/10**

**Special Instructions:
See Section 8 for Conditions of Award to
More Than One Vendor, Invoicing and Cost
Reporting Requirements**

Alternate Bids:

Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days

Federal Tax ID#:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06



1.0 INTRODUCTION

The STATE OF MONTANA, Fish, Wildlife and Parks (hereinafter referred to as “the State”) is soliciting bids for Latrine/ Septic Pumping for Region 3 State Parks and Fishing Access Sites. A more complete description of the services sought are provided below. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 INSTRUCTIONS TO BIDDERS

Procurement Officer Contact Information.

Contact information for the procurement officer is as follows:

Procurement Officer: Rick Dorvall

Address: 930 Custer Avenue

Telephone Number: 406-495-3249

Fax Number: 406-495-3253

E-mail Address: rdorvall@mt.gov

1.1.1 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.1.2 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.1.3 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued. Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.1.4 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.1.5 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.2 BID SUBMISSION

1.2.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB #100134. *Bids must be received at the receptionist's desk of the FWP Warehouse at 930 Custer Avenue prior to 2 p.m., local time, 4/19/2010.* All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.2.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.2.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

1.2.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.3 CHANGE OR WITHDRAWAL OF BIDS

1.3.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.3.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.4 BID AWARDS

1.4.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

1.4.2 Rejection of Bids. While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

Cancel or terminate this IFB (18-4-307, MCA);

Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or

If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

2.0 SCOPE

2.1 ON-SITE REQUIREMENTS

- Each vendor should visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful vendor of their obligations to furnish all materials and labor necessary to carry out the provisions of the contract.
- The contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. They shall be responsible for all damages or injury due to their action or neglect.

- The contractor shall maintain access to all phases of the contract pending inspection by the owner or their representative.
- All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.
- The contractor shall respond within seven (7) calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the contractor fail to respond to the notice or not remedy the defects, the owner may have the work corrected at the expense of the contractor.
- All work will be done in accordance with acceptable practices outlined by the respective City-County Health Departments as well as the State of Montana. A current State of Montana Septic License is required.
- Latrine pumping will be done on an "AS NEEDED" basis; the specific number and location of the latrines to be pumped will be determined by FWP. Contractor must bill FWP by the end of the month during service.
- Response time for the pumping must be within five (5) days after notification.
- All solids will be removed from each vault and this liquid will be pumped so that a maximum of 6" of liquid remains in each vault. The interior of the vault shell shall be back flushed and re-pumped. A chemical charge will be placed in each vault after pumping and rinsing. Interior of the latrine, floors seats, etc, will be **scrubbed** with a disinfectant.
- All latrines will be left in a clean and sanitary condition.
- Some locations may require service several times during the term of this contract. Visitor usage will determine the actual number of visits needed to be made by the contractor. NO GUARANTEE AS TO NUMBER OF VISITS OR TOTAL CONTRACT AMOUNT WILL BE PROVIDED.
- FWP may authorize scheduled pumping in addition to an "as needed basis".
- **Trash and garbage illegally dumped in vaults will be removed by the contractor.**

2.2 CLEAN-UP

- The contractor shall keep the premises free from debris and accumulation of waste
- Remove all construction smears and stains from finished surfaces;
- Remove all equipment, tools and excess materials before requesting final payment from FWP.

3.0 Offeror Requirements

- Must provide proof of three (3) examples of the above required work.
- Must provide a minimum of three (3) references including company or agency name, contact person and phone number, for project verification

4.0 CONTRACT EXTENSION

Contractor and FWP agree that this contract may, upon mutual agreement, and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed two (2) additional years if required by the State.

5.0 BIDDING/CONTRACT REQUIREMENT

5.1 WORKER'S COMPENSATION/INDEPENDENT CONTRACTOR'S EXEMPTION

The successful vendor is required to supply FWP with proof of Workers Compensation Insurance or Independent Contractors Exemption covering the contractor and their employees while performing work for the State of Montana. (Ref: Section 39-71-120/401/405, MCA) Neither the contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by FWP within ten (10) working days of the issuance of a Notice of Award.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

5.2 INSURANCE REQUIREMENTS

The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$600,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

This certificate MUST name the State of Montana as an additional insured under the contractor's policy including the contractor's general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverages, must be filed with FWP within ten (10) working days of Notice of Award. Contracts WILL NOT be issued to contractors who fail to submit this insurance certification.

5.3 USE OF HAZARDOUS MATERIALS BY CONTRACTOR

The State of Montana requires that all activities performed under this contract be done in a manner to protect the health and safety of all persons and safeguard the environment.

The contractor, through cooperation with the State, is responsible to provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent State and Federal laws.

When necessary, the State may require the contractor to provide Miscellaneous Errors and Omissions coverage in addition to regularly required insurance.

5.4 Bidders shall be responsible for acquainting themselves with all site conditions.

5.5 The Contractor is responsible for instructing and training their personnel in proper work methods and procedures. The agency may require the contractor to submit a detailed training program addressing the following:

- New hire training
- Specific work site training
- Continuous follow-up training
- Safety plan training
- Customer service relations.

6.0 INSPECTION AND SUPERVISION BY THE STATE

6.1 ENFORCEMENT

All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services will be subject to inspection and test by the State to the extent practicable at all times and places, during the term of the contract.

6.2 The State shall retain the right to determine whether an adequate level of service and workmanship is being maintained.

6.3 Incomplete, defective and/or services not accomplished as scheduled will be reported to the contractor for appropriate action.

- a. It shall be the responsibility of the contractor to check for any special "work requests" from the Agency Contact person.
- b. Inspection of the service is the responsibility of the designated Agency contact person or designee. The State has the authority to point out to the contractor any deficiencies and require corrective measures in accordance with the contract terms.

6.4 CORRECTION OF DEFICIENCIES

If any services specified herein are not in conformity with the requirements of the contract, the State shall have the right to require the contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount.

If the re-performed services are not corrected in conformity with the requirements of the contract, the State shall have the right to (1) require the contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the State that is directly related to the performance of such services.

6.5 A written report of the deficiencies shall be filed and a copy given to the contractor for the contractor's record and response. Contractor's written and signed response will be made a part of the file. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the contractor for immediate corrective action and will be started, corrected or re-accomplished within twenty four (24) hours of the time the complaints(s) are reported to the contractor. Services other than routine services reported incomplete, defective or not accomplished as scheduled will be reported to the contractor for immediate corrective action by the contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

6.6 Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the State.

6.7 The State of Montana may cancel this Contract immediately for cause. Cost incurred by the State as a result of this cancellation may be deducted from any sums owed the contractor.

6.8 The State of Montana may cancel this contract without cause, upon 30 days written notice.

7.0 ADDITIONAL CONTRACT REQUIREMENTS

7.1 SAFETY

The Contractor is responsible for instructing employees in safety measures considered appropriate.

7.2 MODIFICATION

No claim for extra work done or materials furnished by the contractor other than stated herein, shall be allowed unless it is ordered by the State in writing. Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the contractor's risk, cost or expense. The contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials so furnished.

7.3 ADJUSTMENTS

The State reserves the right to increase or decrease the required services that are included in this contract and negotiate a mutually acceptable rate with the contractor.

7.4 PERFORMANCE MEETINGS

Contractors may be required to attend periodic meetings with the State to discuss contract performance. These meetings are mandatory and will be attended by the contractors owner representative and who ever else deemed necessary.

7.5 DAMAGES

Contractor is responsible for repair cost of any damage to State property caused by contractors personnel or equipment during execution of these services.

8.0 CONDITIONS OF AWARD

The State reserves the right to use any information deemed necessary to establish the ability of any bidder to perform all conditions of the contract. The state may also reject a bid from a contractor who has been terminated for cause or elected to terminate a contract prior to the end of the contract period.

8.1 Award may be made to more than one (1) contractor, by Unit, whose low bid meets all terms, conditions, requirements and specifications of Invitation For Bid #100134. Contractor may bid on individual units or all. Bids must be for complete unit. Partial unit bids will not be considered.

8.2 The bidder, being familiar with all terms, conditions, and specifications of this Invitation for Bid, hereby agrees to supply labor, equipment, materials and incidentals as required to provide the required services for the State of Montana, Fish Wildlife and Parks.

8.3 INVOICING AND COST REPORTING REQUIREMENTS

Successful contractor(s) will be required to bill Parks Managers directly according to service site or unit; billing contact information will be provided once contract(s) is awarded. Contractors are required to provide a billing statement to contract liaison twice per year for amounts billed on contract. One report due on October 15 for June 1st through September 30th billing totals and one report due on June 15th for October 1st through May 31st of each contract year.

9.0 Cost Proposal

Bidder to provide cost for pumping services for the period beginning on the date contract is executed by both parties (Possibly June 1, 2010) and ending May 31, 2011 for the following locations:

Provide labor, equipment and materials to pump sealed vault and pit latrines on an “as need” basis at the following Region 3 FAS and State Parks:

A. Big Hole River/Melrose/Dillon Area – Unit #1

1. Bannack State Park (three singles 500, two singles 825, three doubles, four septic tanks)

\$ _____ Double Vault (3)

\$ _____ Single Vault 500 (3)

\$ _____ Single Vault 825 (2)

\$ _____ 1,000 Gallon Septic Tank (3)

\$ _____ 1,500 Gallon Septic Tank (1)

2. Browne’s Bridge FAS (one single)

\$ _____ For each single vault/trip

3. Blacktail Meadow (one singles)

\$ _____ For each single vault/trip

4. Fishtrap Creek FAS (two singles)

\$ _____ For each single vault/trip

5. Glen FAS (one single)

\$ _____ For each single vault/trip

6. Henneberry FAS (one single)

\$ _____ For each single vault/trip

7. Maidenrock FAS (three singles)

\$ _____ For each single vault/trip

8. Salmon Fly FAS (one single)

\$ _____ For each single vault/trip

9. Poindexter Slough FAS (one single)

\$ _____ For each single vault/trip

10. Dewey FAS (one single)

\$ _____ For each single vault/trip

11. Pennington Bridge FAS (one single)

\$ _____ For each single vault/trip

12. Notch Bottom FAS (one single)

\$ _____ For each single vault/trip

13. Pipe Organ Bridge (one single)

\$ _____ For each single vault/trip

14. Clarks Lookout (one single)

\$ _____ For each single vault/trip

Total for all vaults in Unit #1 \$ _____

B. Lower Madison River/Bozeman/Jefferson River Area – Unit #2

1. Axtell Bridge FAS (one single)

\$ _____ For each single vault/trip

2. Black's Ford FAS (two singles)

\$ _____ For each single vault/trip

3. Cameron Bridge FAS (one single)

\$ _____ For each single latrine vault/trip

4. Cardwell FAS (one single)

\$ _____ For each single vault/trip

5. Cherry River FAS (one single)

\$ _____ For each single vault/trip

6. Cobblestone FAS (one single)

\$ _____ For each single vault/trip

7. Drouillard FAS (one single)

\$ _____ For each single vault/trip

8. Greycliff FAS (three singles)

\$ _____ For each single vault/trip

9. Harrison Lake FAS (four singles)

\$ _____ For each single vault/trip

10. Williams Bridge FAS (one single)

\$ _____ For each single vault/trip

11. Madison Buffalo Jump State Park (one single)

\$ _____ For one double latrine vault/trip

12. Missouri River Headwaters State Park (five doubles, two single, three 1,000 gallon tanks and one septic tank)

\$ _____ For each double latrine vault/trip

\$ _____ For each single vault/trip

\$ _____ For each 1,000 gallon septic tank/trip

\$ _____ For each 750 gallon septic tank/trip

13. Lewis and Clark Caverns State Park

\$ _____ 2,400 gallon latrine vault (one – upper picnic)

\$ _____ 1,500 gallon latrine vault (one – lower picnic)

\$ _____ 3,000 gallon septic tank (one – lower campground)

\$ _____ 2,000 gallon septic tanks (two – new visitors center)

\$ _____ 5,400 gallon septic tank (one – headquarters/visitor center)

\$ _____ 825 gallon vault

14. Milwaukee FAS (one single)

\$ _____ For each single vault/trip

15. Silver Star FAS (one single)

\$ _____ For each single vault/trip

16. Kountz Bridge (single vault)

\$ _____ For each single vault/trip

17. Piedmont Pond (single vault)
\$ _____ For each single vault/trip

Total for all vaults in Unit #2 \$ _____

C. Upper Madison River/Ennis Area – Unit #3

1. Burnt Tree Hole FAS (one single)
\$ _____ For each single vault/trip
2. Eight Mile Ford FAS (one single)
\$ _____ For each single vault/trip
3. Ennis FAS (three singles)
\$ _____ For each single vault/trip
4. Valley Garden FAS (two singles)
\$ _____ For each single vault/trip
5. Varney Bridge FAS (one single)
\$ _____ For each single vault/trip
6. McAttee Bridge FAS (one single)
\$ _____ For each single vault/trip
7. Meadow Lake FAS (one single)
\$ _____ For each single vault/trip
8. Raynold's Pass FAS (one single)
\$ _____ For each single vault/trip
9. Ruby Dam FAS (one single)
\$ _____ For each single vault/trip
10. Vigilante FAS (one single)
\$ _____ For each single vault/trip
11. Alder Bridge FAS (one porta pottie)
\$ _____ For each porta pottie
12. Silver Springs Bridge FAS (one porta pottie)
\$ _____ For each porta pottie

13. Lyons Bridge FAS (one single)

\$ _____ For each single vault/trip

14. Three Dollar Bridge (one single)

\$ _____ For each single vault/trip

Total for all vaults in Unit #3 \$ _____

D. Yellowstone River/Livingston Area – Unit #4

1. Carter's Bridge FAS (one single)

\$ _____ For each single vault/trip

2. Dailey Lake FAS (five singles)

\$ _____ For each single vault/trip

3. Emigrant FAS (one single)

\$ _____ For each single vault/trip

4. Grey Owl FAS (one single)

\$ _____ For each single vault/trip

5. Loch Leven FAS (two singles)

\$ _____ For each single vault/trip

6. Mallard's Rest FAS (two singles)

\$ _____ For each single vault/trip

7. Paradise FAS (one single)

\$ _____ For each single vault/trip

8. Pine Creek FAS (one single)

\$ _____ For each single vault/trip

9. Hwy 89 Bridge FAS (one single)

\$ _____ For each single vault/trip

10. Sheep Mountain FAS (one single)

\$ _____ For each single vault/trip

11. Springdale Bridge FAS (one single)

\$ _____ For each single vault/trip

Total for all vaults in Unit #4 \$ _____

E. Helena Area – Unit #5

1. Black Sandy State Park (three singles)
(1)-4,000 gallon holding tank (RV dump)

\$ _____ For each single vault/trip

\$ _____ For holding tank

2. Causeway FAS (one single)

\$ _____ For each single vault/trip

3. Hauser Dam Recreation Site (one single)

\$ _____ For each single vault/trip

4. Helena Regulating Reservoir FAS (five singles)

\$ _____ For each single vault/trip

5. Lake Helena FAS (one single)

\$ _____ For each single vault/trip

6. Spring Meadow Lake State Park (two singles)

\$ _____ For each single vault/trip

7. York Bridge FAS (two singles)

\$ _____ For each single vault/trip

8. York's Islands FAS (one single)

\$ _____ For each single vault/trip

Total for all vaults in Unit #5 \$ _____

- **Trash and garbage illegally dumped in vaults will be removed at the contractors expense. No additional charges may be invoiced for removal of this trash or garbage.**

10.0 PRICES

10.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products/services covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, Net 30 days, after receipt of a properly submitted invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

Signing this IFB certifies that offeror complies with all requirement of this Invitation for Bid.

NOTE TO VENDORS:

A) Failure to display Invitation For Bid FWP 100134 on your sealed bid envelope may result in bid disqualification.

HAVE YOU REMEMBERED TO:

- * Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- * Mark envelope or box with bid number and opening date
- * Review "Standard Terms and Conditions"
- * Sign your bid on the cover sheet
- * Initial all bid/pricing changes you made
- * Review and complete all listed requirements to ensure compliance
- * Include literature (if requested)